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6 IN THE UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

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AT&T COMMUNICATIONS OF
CALIFORNIA, et al.

No. C 06-07271 JSW

Plaintiffs,

**NOTICE OF TENTATIVE
RULING AND QUESTIONS FOR
HEARING**

v.
PAC-WEST TELECOMM, INC., et al.

Defendants.

16 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE
17 NOTICE OF THE FOLLOWING **TENTATIVE RULING AND QUESTIONS FOR THE**
18 **HEARING SCHEDULED ON APRIL 13, 2007, AT 9:00 A.M.:**

19 The Court has reviewed the parties' memoranda of points and authorities and, thus, does
20 not wish to hear the parties reargue matters addressed in those pleadings. If the parties intend to
21 rely on authorities not cited in their briefs, they are ORDERED to notify the Court and opposing
22 counsel of these authorities reasonably in advance of the hearing and to make copies available
23 at the hearing. If the parties submit such additional authorities, they are ORDERED to submit
24 the citations to the authorities only, without argument or additional briefing. *Cf.* N.D. Civil
25 Local Rule 7-3(d). The parties will be given the opportunity at oral argument to explain their
26 reliance on such authority.

27 The Court **tentatively grants** AT&T's motion.

28 The parties each shall have ten (10) minutes to address the following questions:

United States District Court

For the Northern District of California

1. Pac-West argues that to permit AT&T to deposit funds into the Court registry
2 would alter existing obligations, because an interest bearing account would not
3 bear the same interest that Pac-West would be entitled to receive for delinquent
4 payments under its tariff. (See Declaration of Jennifer Lynch, Ex. A (noting that
5 charges deemed delinquent will be subject to a late payment charge at the rate of
6 1-1/2% per month).
 - 7 a. If the Court granted the motion and found that AT&T would satisfy its
8 obligations pending resolution of this litigation by paying amount due
9 under the invoices to the Court registry, would Pac-West agree that
10 timely payments would not be “delinquent.” If not, on what basis?
 - 11 b. Given that AT&T has chosen not to pay invoices until the Court resolves
12 the current motion, are there any invoices that are now delinquent under
13 the tariff? If so, what is the amount due under those invoices and what
14 amount of late charge, if any, has accrued?
 - 15 c. Recognizing the other objections Pac-West raises, if the Court were to
16 require AT&T to make payments to the Court registry in a timely
17 fashion, or face the 1-1/2% late charge, would that satisfy Pac-West’s
18 concerns about altering the legal obligations between the parties?
- 19 2. Are there any other issues the parties wish to address.

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21 Dated: April 10, 2007


22 JEFFREY S. WHITE
23 UNITED STATES DISTRICT JUDGE

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